התקבלי גיטיך והתקבלי כתובתיך מהו –

Receive your גט and receive your כתובה; what is the ruling

Overview

רבא asked רב נחמן what is the ruling if a man writes a גט on a golden platter (which is worth the amount of her כתובה) and said to his wife, here accept this גט and it will (also) be full payment for your כתובה; is it a valid גט or not? תוספות explains what is the reasoning that it should not be valid.

תוספות anticipates a difficulty:

אף על גב דכתבו על איסורי הנאה כשר[1] –

Even though the ruling is **that** if **he wrote** the גט **on איסורי הנאה,** the גט is **כשר –**

תוספות replies and distinguishes between איסורי הנאה and our case:

היינו משום דיהיב לה מיהא כל הגט אבל הכא לא יהיב לה אלא בתורת פרעון[2]:

That is because by איסורי הנאה **he is at least giving her the entire גט** as a גט; **however here** in our case **he is giving it to her only as payment** for the כתובה, but not as a גט per se.

Summary

Giving a גט which is אסור בהנאה is more כשר that giving a גט as payment for the כתובה.

Thinking it over

How can we differentiate between the case of התקבלי גיטך והתקבלי כתובתיך where she is מגורשת, and the case of הרי"ז גיטך והנייר שלי where she is not מגורשת?[3]

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[1] If we would maintain that כתבו על איסורי הנאה is פסול (indicating that he must give her something of value for the גט per se), then we would understand that in this case the entire value is being given only for the כתובה and nothing for the גט, therefore as far as the גט is concerned he did not give her a גט with any value. However, now that we maintain כתבו על איסורי הנאה כשר (indicating that there need be no value in the גט per se), why, if he is giving the entire גט as payment for the כתובה, should that effect the כשרות of the גט.

[2] The letters of the גט are 'flying in the air' (אותיות פורחות [see רש"י ד"ה אינה מגורשת]) since the platter is for the כתובה payment which he owes her (and not for the גט). See 'Thinking it over'.

[3] See תפא"י and בל"י אות תעד.